| Required No. No. Control Con | REQUEST FOR QUOTATION (This is NOT an Order) | | | This RFQ ☐ is ∑ is not a small business set-aside Pag | | | Page | 1 Of 19 | | | | |
|--|---|---------------|-----------------|---|--------|----------------------|--------|-----------------|------------------|-----------|------------|---------------|
| Solution Solution Solution See Schedule S | | | | 3. Requisition/Purchas | e Rec | uest No. | 4. C | Cert For Nat D | ef. Under BDS | A | Ratin | <u> </u> |
| 5.6. Issued By See Schedule Se | • | | | _ | | | | | | | | DOA4 |
| The property of the property | | | | MECHEN | | | | | (Date) | | | |
| T. Delivery St. Part Information Calls: Name and Address, including Zip Code See Schedule See Schedul | | BLDG 231 | | W56HZV | | | | | See Sc | hedule | | |
| Destination Call: (Name and telephone no.) (No collect calls) | | N 48397-500 | 0 | | | | | 7. Delivery | | | | |
| Destination Call: (Name and telephone no.) (No collect calls) | | | | | | | | w rop | | | | |
| 10. Please Furnish Quotations to the Issuing Office in Block \$5. On or Before Close of Business (Date) | | | | | | | | | n n | ☐ Oth | ner | |
| 8. To: Name and Address, Including Zip Code 10. Please Furnish Quotations to the Issuing Office in Block SA On 2004;7293(2) 10. Please Furnish Quotations to the Issuing Office in Block SA On 2004;7293(2) 10. Please Furnish Quotations to the Issuing Office in Block SA On 2004;7293(2) 10. Please Furnish Quotations to the Issuing Office in Block SA On 2004;7293(2) 10. Please Furnish Quotations to the Issuing Office in Block SA On 2004;7293(2) 10. Please Furnish Quotations and representations of the Submission of this quotation or to contract for supplies or services. Supplies or of doubsetle origin unless otherwise indicated by squore. Any interpretation or to contract for supplies or services supplies or services. Supplies of of doubsetle origin unless otherwise indicated by squore. Any interpretation or to contract for supplies or services unless of the squoration or to contract for supplies or services. Supplies of Conduction must be completed by the quoter. 11. Supplies 12. Discount For Prompt Payment | | | and telephone | no.) (No collect calls) | | | | 20000000 | , | | | |
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| 10. Please Furnish Quotations to the Issuing Office in Block SA On or Before Close of Business (Date) 2004;7;M30 200 | | | | | | | | | | | | |
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| the Issuing Office in Block \$AO no referee Close of Business (Date) 2004;7AB130 2004;7AB13 | 10. Please Furnish | Quotations to | IMPORTA | NT: This is a request fo | r inf | ormation, and quo | tation | ns furnished a | re not offers. | If you ar | re una | ble to quote, |
| Usuplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter. Item Number Supplies/Services Quantity (a) (See Schedule) Comparison Compa | | | n please indi | cate on this form and re | turn i | t to the address in | Bloc | k 5B. This red | quest does not | commit 1 | the G | overnment to |
| 11. Schedule (Include applicable Federal, State, and local taxes) Item Number | | Business | | | | | | - | | | | |
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over quidance found on the TACOM contracting web page.

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Name of Offeror or Contractor:

| SUPPLEMENTAL | INFORMATION |
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| | |

1

| Regulatory Cite | Title | Date |
|------------------------|-------------------------------------|----------|
| 52.204-4016 (TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

This procurement is a sole source to Freightliner LLC (64678) P/N DDE/23513558 and Detroit Diesel Corp. (72582) P/N 23513558.

*** END OF NARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-Q-0438 MOD/AMD

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| Name of Offer | or or Contractor: | VIII | JD/AMI | | |
|---------------|---|----------|--------|------------|--------|
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | NSN: 6150-01-435-0400 FSCM: 72582 PART NR: 23513558 SECURITY CLASS: Unclassified | | | | |
| 0001AA | CABLE AND CONDUIT ASSEMBLY | 10 | EA | \$ | \$ |
| | CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CABLE AND CONDUIT A PRON: EH387301EH PRON AMD: 01 AMS CD: 070021 | | | | |
| | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: NO TDP SEE PACKAGING SHEET LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV32702521 W25G1U J 3 DEL REL CD QUANTITY DEL DATE 001 9 12-JUL-2004 | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 | | | | |
| | DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W91RH232400664 W91RH2 M W91RH2 2 PROJ CD BRK BLK PT W25N14 DEL REL CD QUANTITY DEL DATE 001 1 12-JUL-2004 | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: PARCEL POST ADDRESS | | | | |

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-Q-0438}$ MOD/AMD

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Name of Offeror or Contractor:

| ITEM NO | | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| | (W25N14) | XU CONSOL AND CONTAINERIZATION PT DDSP NEW CUMBERLAND FACILITY BLDG 2001 CCP DOOR 135 THRU 168 NEW CUMBERLAND PA 17070-5001 | | | | |
| | MARK FOR: | SR 0003 HQ HHC CAMP NEW JERSEY OEF AWCF SSF APO AE 09366 | | | | |
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| CONTINUATION SHEET | Reference No. of Document Bei | ing Continued | Page 5 of 19 |
|--------------------|-------------------------------|---------------|--------------|
| CONTINUATION SHEET | PHN/SHN W56HZV-04-Q-0438 | MOD/AMD | |

Name of Offeror or Contractor:

| CONTRACT CLA | AUSES | | |
|--------------|------------------------|--|----------|
| 3 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| 4 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 5 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| 6 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| 7 | 52.246-2 | INSPECTION OF SUPPLIESFIXED PRICE | AUG/1996 |
| 8 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| 9 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000) | DEC/2000 |
| 10 | 52.204-4006 (TACOM) | INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT | MAY/2000 |

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
 - (d) We hereby specify that the required F.O.B. point for this acquisition is destination.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

| 11 | 52.211-4053 | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING | MAR/2000 |
|----|-------------|--|----------|
| | (TACOM) | SUBSTANCES | |

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

12 52.211-4517 PACKAGING REQUIREMENTS (COMMERCIAL) SEP/2003

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial
QUANTITY PER UNIT PACKAGE: 001

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection

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Name of Offeror or Contractor:

for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

- (2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- (4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- (b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
 - (c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
 - (d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:
 - (1) The quantity is over one (1) gross of the same national stock number,
 - (2) Use enhances handling and inventorying,
 - (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
 - (4) The unit pack is less than 64 cubic inches,
 - (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

- (1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
 - (f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(g) Marking:

- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3
 - (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the

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exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

- (4) Military Shipping Label: : Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at http://www.easysoftcorp.com/products/Software/MSL.html. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
 - (h) Hazardous Materials(As applicable):
 - (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
 - (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO

P4030.19/DLAM 4145.3 (for military air shipments).

- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- (4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - (k) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of clause]

13 52.242-4022 DELIVERY SCHEDULE (TACOM)

MAY/2000

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 120 days after the date of award. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
 - (2) You can accelerate delivery: At no additional charge to the government
 - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to

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| the destination designated in the order, | to ensure that the item reaches its | destination by the time reflected in the order |
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(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES ____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, ____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF ____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF ____ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

14 52.246-4053 USE OF MIL-STD 1916 JAN/2001 (TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

15 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (d) Taxpayer Identification Number (TIN).
 - * TIN:_____.
 - * TIN has been applied for.
 - * TIN is not required because:
- * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - * Offeror is an agency or instrumentality of a foreign government;
 - * Offeror is an agency or instrumentality of a Federal Government;

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| * Other. S | State basis | | | |
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| e) Type of org | ganization. | | | |
| * Sole pro | oprietorship; | | | |
| * Partners | ship; | | | |
| * Corporat | te entity (not tax-e | exempt): | | |
| * Corporat | te entity (tax-exemp | pt): | | |
| * Governme | ent entity (Federal | , State, or local); | | |
| * Foreign | government; | | | |
| * Internat | tional organization | per 26 CFR 1.6049-4; | | |
| * Other _ | | | | |
| f) Common Pare | ent. | | | |
| * Offeror | is not owned or co | ntrolled by a common par | rent as defined in paragraph | (a) of this provision. |
| * Name and | d TIN of common pare | ent: | | |
| Name | | | | |
| TIN | | | | |
| | | [End | of Provision] | |
| 6 52.2 | 207-4 ECONOI | MIC PURCHASE QUANTITY | CUDDI TEC | AUG/1987 |
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| | | e an opinion on whether) economically advantage | | es on which bids, proposals, or quotation |
| | | | | |
| | uantity. If differe uantity is that quan | ent quantities are recom | nmended, a total and a unit picant price break occurs. Is | re advantageous is invited to recommend a price must be quoted for applicable items f there are significant price breaks at |
| ic purchase qu | politob, chilb linior | | | |
| ic purchase qu | | OFFEROR | RECOMMENDATION | |
| ic purchase qu ent quantity p | | | PRICE | |
| ic purchase qu ent quantity p | ITEM | OFFEROR QUANTITY | | TOTAL |
| ic purchase qu ent quantity p | | | PRICE | TOTAL |
| ic purchase qu ent quantity p | | | PRICE | TOTAL |

[End of Provision]

requirements indicate that different quantities should be acquired.

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17 52.247-48

F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)

JUL/1995

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.
 - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

18 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE

APR/2003

- (a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
 - (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
 - (c) Certifications and identification of country of origin.

Line Item Number

- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

Country of Origin

- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:

| (3) | The following end products are | ther foreign end products: | |
|-----|--------------------------------|----------------------------|-------------------------|
| | Line Item Number | Counti | ry of Origin (If known) |
| | | | |
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[End of Provision]

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Name of Offeror or Contractor:

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;

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Name of Offeror or Contractor:

- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

20 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

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- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

- 21 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

22 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996
(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable

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specifications and drawings indicating all changes or revisions.

[End of Clause]

23 52.211-4036 (TACOM) FORMAT OF THE TECHNICAL DATA PACKAGE

APR/2000

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

24 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (TACOM) (NEGOTIATED)

APR/2000

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
 - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
 - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
 - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
 - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
 - (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such

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supplies.

- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

25 52.211-4049 (TACOM)

PART NUMBERS NOT CURRENTLY APPROVED

NOV/1983

Na appairied algori

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

26 52.213-4859

(TACOM)

ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR QUOTATIONS (TACOM)

DEC/2002

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Office XP or Microsoft* 97 Office Products (TACOM can currently read Ofice 97* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

- (b) Acceptable media: 100 or 250 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).
 - (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover

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sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.
 - (d) Electronic quotations should include, as a minimum:
 - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
 - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
 - (4) Any other information required by the Request for Quotations.
 - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

*Registered trademark

[End of provision]

27 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

- 28 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002 (TACOM)
- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

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[End of Clause]

29 52.246-4005 (TACOM) INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

| Contractor's Plant: | |
|------------------------|--------------------|
| | (Name and Address) |
| Subcontractor's Plant: | |
| | (Name and Address) |

[End of Clause]

30 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

31 52.247-4016 (TACOM)

HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

32 52.247-4458 (TACOM) GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION

SEP/2000

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we

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request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

| | (i) | Speci | fy the ty | pe of UNIT | PACKAGE | for | each s | ingle | uni | t of : | issue: | : A cor | tainer | in | direct | conta | act w | ith a | nd e | nclosing |
|-------------|--------|----------|-----------|-------------|-----------|-------|---------|-------|-----|--------|--------|---------|--------|------|---------|--------|-------|-------|------|----------|
| the product | along | with any | required | protective | e materia | als(s | s)(e.g. | item | is | wrappe | ed in | neutral | paper | , po | lyethyl | lene f | oam | cushi | on w | rapped, |
| sealed in a | waterp | roof bag | , and pla | ced in a fi | iberboard | kod f | ٤). | | | | | | | | | | | | | |

| | (ii) | Unit Package Exterior Size/Weight of Unit Package with contents: |
|-----|--------|---|
| | | Length x Width x Depth(expressed in inches)/Weight expressed in pounds |
| (2) | Shippi | ng Container: |
| | (i) | Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN: |
| | | Length, x Width, x Height, (expressed in feet and inches) |
| | (ii) | Number of unit packages per shipping container each |
| | (iii) | Gross weight of Shipping container and contents Lbs. |
| (3) | Unitiz | ed Loads: |
| | (i) | Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: |
| | (ii) | Number of Shipping containers per pallet/skid each. |
| | (iii) | Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs |
| | (iv) | Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity: |
| | | Length, x Width, x Height, (expressed in feet and inches) |
| | (v) | Gross Weight of Unit Load Lbs; |

[End of Clause]

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| CONTI | INUATION SHEET | PIIN/SIIN W56HZV-04-Q-0438 | MOD/AMD | |
| Name of Offeror | or Contractor: | | | • |
| LIST OF ATTACHMEN | NTS | | | |
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